

A. G. Contract No. KR912678TRD
ECS File: JPA 91-127
Project: I-10-2-512/H 0036 02D
Section: I-10 Las Colinas Human
Remains Repatriation

INTERAGENCY AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
AND
THE ARIZONA BOARD OF REGENTS
ACTING FOR AND ON BEHALF OF
THE UNIVERSITY OF ARIZONA

THIS AGREEMENT is entered into 24 MARCH, 1992,
between agencies of the State of Arizona, to wit: the ARIZONA
DEPARTMENT OF TRANSPORTATION, acting through its HIGHWAYS
DIVISION (the "ADOT") and the UNIVERSITY OF ARIZONA, acting
through its BOARD OF REGENTS (the "U of A").

I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the ADOT.

2. The U of A is empowered by Arizona Revised Statutes
Section 15-1625 and 35-148 to enter into this agreement and has
resolved to enter into this agreement and has authorized the
undersigned to execute this agreement on behalf of the U of A.

3. Between 1982 and 1988, incident to proposed future
construction improvements to I-10 in the vicinity of the Las
Colinas site, it was necessary to excavate 133 human remains
and associated grave goods, which were subsequently curated at
the U of A Arizona State Museum. Under the provisions of
Arizona Revised Statute 41-844, the Gila River Indian Community
has requested the repatriation of the human remains and
associated grave artifacts, at an estimated cost of \$10,000.00,
all at ADOT expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>16518</u>	
FILED WITH SECRETARY OF STATE	
Date Filed <u>03/24/92</u>	
<u>Richard Mahoney</u> Secretary of State	
By <u>Wm. V. Greenewald</u>	

II. SCOPE OF WORK

1. The U of A will:

a. Coordinate as necessary with the Gila River Indian Community to accomplish the planning and execution of the repatriation.

b. Appropriately assemble the remains and associated artifacts and repatriate them to the Gila River Indian Community.

c. Invoice the ADOT in the amount of \$10,000.00 as a fixed price.

2. The ADOT will:

a. Provide the U of A any such documents or records which may be reasonably available to assist in accomplishing the Project, at no cost.

b. Be responsible for the entire cost of the Project, in the amount of \$10,000.00, and reimburse the U of A within thirty (30) days after receipt and approval of an invoice.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E Room 222E
Phoenix, AZ 85007

University of Arizona
Arizona State Museum
Tucson, AZ 85721

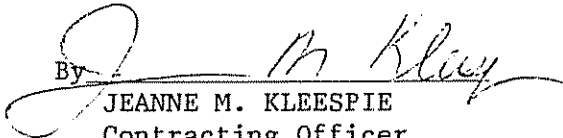
7. Attached hereto and incorporated herein is a copy of the written determination of legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

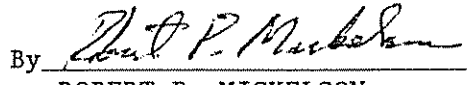
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

Arizona Board of Regents on behalf of
UNIVERSITY OF ARIZONA

DEPARTMENT OF TRANSPORTATION

By 
JEANNE M. KLEESPIE
Contracting Officer

By 
ROBERT P. MICKELSON
Deputy State Engineer

The attached Addendum is hereby
incorporated into this agreement.

ADDENDUM

The following terms are added to and form a part of the attached Contract:

1. NON-DISCRIMINATION

The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

2. STATE OBLIGATION

The parties recognize that the performance by the Arizona Board of Regents for and on behalf of the University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona. Should the Legislature fail to appropriate the necessary funds, the Board of Regents may cancel this Contract without further duty or obligation. The Board agrees to notify other party(ies) as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

ARIZONA BOARD OF REGENTS ON BEHALF
THE UNIVERSITY OF ARIZONA

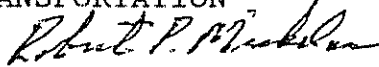


Jeanne M. Kleespie
Contracting Officer

Date: _____

2/24/92

ARIZONA DEPARTMENT OF
TRANSPORTATION



Date: _____

3/13/92

RESOLUTION

BE IT RESOLVED on this October 22, 1991, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the University of Arizona for the purpose of defining responsibilities for the repatriation of 133 human remains to the Gila River Indian Community currently curated at the University Arizona State Museum.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


for CHARLES E. COWAN
Director

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

AGENCY NAME: Arizona Department of Transportation

AWARD EFFECTIVE DATE: Upon filing with Secretary of State

TERMINATION DATE: Upon completion of project or early termination.

AMENDED AMOUNT: \$10,000

PURPOSE: To deaccess and repatriate human remains and associated grave goods at the request of the Gila River Indian Community.

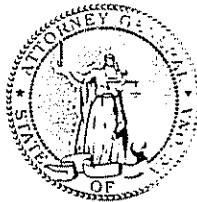
UNIVERSITY COLLEGE/DEPARTMENT: Arizona State Museum

The undersigned has determined that the foregoing agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Board of Regents.

Dated this 24th day of February, 1992.

Joel Sideman, Counsel
Arizona Board of Regents

By 
Thomas M. Thompson



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

March 16, 1992

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR91-2578-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 17th day of March, 1992.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

7333G/23